

THIS DOES NOT
CIRCULATE

39-00
Hudson

Hudson County, New Jersey
and

NEW JERSEY STATE POLICEMAN'S BENEVOLENT
ASSOCIATION

LOCAL NO. 102

1973

MINUTE BOOK

1974

CONTRACT

BETWEEN

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

and

POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL No. 109

1974



HUDSON COUNTY CORRECTION & SHERIFF'S DEPTS.

Local No. 109

New Jersey State Policeman's Benevolent Association



3719 KENNEDY BOULEVARD
JERSEY CITY, NEW JERSEY 07307



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OFFICE: 653-3000



HUDSON COUNTY
CORRECTION & SHERIFFS DEPTS.

LOCAL NO. 109
NEW JERSEY STATE PATROLMENS
BENEVOLENT ASSOCIATION

PRESIDENT:
WILLIAM F. MULHOLLAND, JR.

684 BERGEN AVE.
JERSEY CITY, N. J.

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PREAMBLE

This Agreement made this _____ day of _____
1974, by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS,
hereinafter referred to as the "Employer" and the POLICEMAN'S
BENEVOLENT ASSOCIATION, LOCAL No. 109, hereinafter referred to
as the "Association", has been created for the purpose of harmony
and mutual understanding between the Employer and the employees
represented by the Association in order that the operations of
the Correctional Facilities of the County of Hudson shall proceed
in an uninterrupted manner at all times.

It is the intention of both the Employer and the Association that this Agreement effectuate the policies of the New Jersey Employer - Employee Relations Act, N.J.S.A. 34: 13A-1 seq., hereinafter referred to as the "Act", and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WITNESSETH:

WHEREAS, the Association represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34: 13A-5.3;

WHEREAS, the Employer and the Association have conducted negotiations in good faith with respect to terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

The Employer recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all ~~correction officers~~ below the rank of Sergeant who are assigned to the Employer's Correction Department.

ARTICLE II

DUES CHECK-OFF

Section 1. The Employer agrees to deduct the monthly

Association membership dues from the pay of those employees who,

individually request, in writing, that such deductions be made.

The amounts to be deducted shall be certified to the Employer

by the Treasurer of the Association, and the aggregated deductions

of all employees shall be remitted together with an itemized

statement, to the Treasurer by the 15th day of the current month,

after such deductions are made.

Section 2. Any written designation to terminate authori-

zation for check-off must be received in writing by the Employer

and the Association by July 1st, and filing a Notice of With-

drawal shall be effective to halt deductions as of January 1st or

July 1st next succeeding the date on which Notice of Withdrawal

is filed.

ARTICLE III

NEGOTIATION LEAVE

Section 1. During negotiations for a successor agreement,

not more than three (3) Association representatives shall be

excused from their normal work duties in order to participate

in negotiations for such time periods as are deemed reasonable

and necessary by mutual agreement between the Employer and the

Association.

ARTICLE IV

FUNERAL LEAVE

Section 1. A death in an employee's immediate family shall not be charged against his compensatory days. Time off shall be given from the day of death until and including the day after the funeral, not to exceed five (5) days.

Section 2. Immediate family shall be defined as follows:

Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife,
Son-in-Law, Daughter-in-Law, Mother-in-Law, Grandparents, Grand-
Children, Sister-in-Law, Brother-in-Law, Father-in-Law, Aunt, Uncle,
Niece and Nephew.

ARTICLE V

HOLIDAYS

Section 1. The present holiday schedule and method of making payment in existence in the year 1973 will be continued until December 31, 1974.

Section 2. Effective January 1, 1974 the Employer agrees to pay cash for twelve (12) holidays at time and a half. Payment shall be made by July 1st, 1974 for the prior six (6) holidays and by December 1st, 1974 for the remaining holidays.

Section 3. Recognizing that the Jail and Penitentiary employees work everyday of the year regardless of holidays, the Employer shall agree to distribute the two (2) major holidays, namely Christmas Day and New Years Day as days off on a fair and equitable basis and consult with the employee as to his preference.

ARTICLE VI

VACATIONS

Section 1. Annual vacation shall be granted strictly in accordance with seniority.

Section 2. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowances shall be as follows:

Up to the end of the first calendar year - one (1) work day each month.

One year to end of five years - twenty five (25) work days.

After five years - thirty (30) work days.

Section 3. All employees shall receive at least fifteen (15) days of their respective vacations during the period from June 15th to September 15th of each year, if requested. Employees may take their remaining vacation days to have ten (10) of said days consecutively, and if entitled, the remaining five (5) days consecutively, if so desired.

Section 4. Employees shall not be subject to recall on days off immediately prior, or upon return from vacation, unless all vacations are cancelled because of an emergency.

Section 5. Vacation for the year in which an employee retires shall be as follows:

Actively employed from January 31 to June 30 - 15 working days

Actively employed any time after June 30 - full vacation.

ARTICLE VII

DEATH BENEFITS

Section 1. Members of the bargaining unit who are killed in the performance of their correction duties shall be entitled to receive three (3) year's salary as a death benefit to be determined by the salary payable at the time of death of the officer.

Section 2. Unused compensatory time, sick time, overtime, holiday, and vacation pay shall be paid to the department members surviving spouse or estate within thirty (30) days of the termination of employment because of death.

Section 3. Members of the bargaining unit who die of natural causes while actively employed, shall be entitled to receive one (1) year salary payable within thirty (30) days after his or her death. This payment shall be paid the members spouse or estate.

ARTICLE VIII

CLOTHING MAINTENANCE

Section 1. Each member shall receive for the year of January 1,

1974, through December 31, 1974, the sum of \$300.00 as a clothing

maintenance, the payment of \$150.00 of said \$300.00 allowance shall

be made to each member within thirty (30) days of the signing of

this agreement, to be used by said member at his sole and exclusive

option for the maintenance of such equipment and or clothing as he in

his sole discretion shall deem reasonable. The balance of \$150.00

will be paid on or before June 1st, 1974.

Section 2: The employer shall provide all clothing to the Association

as they deem it necessary. A minimum of three (3) summer shirts, three (3)

winter shirts and three (3) pairs of pants are to be issued each contract

year.

ARTICLE IX

RETENTION OF CIVIL RIGHTS

Section 1. Employees shall retain all Civil Rights under the
New Jersey State Law.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this agreement.

Section 2. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

Section 3. Failure at any Step of this procedure to communicate the decision on a grievance shall permit the aggrieved employee to proceed to the next Step. Failure at any Step of this procedure to appeal a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision entered at that Step.

Section 4. It is understood that an employee shall, during and notwithstanding dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

STEP ONE: The grievance shall be discussed with the employee involved and the Association representative with the immediate supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Association.

STEP TWO: If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the Warden or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE: If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of receipt of the answer at Step Two to submit such grievance to the Executive Director. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR: If the grievance is not settled through Step Three then

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

the aggrieved does not elect to pursue his grievance under the provisions of the Act, then the Association shall have the right within five (5) working days to submit such grievance to an arbitrator.

The arbitrator shall be selected in accordance with the rules and

regulations of the American Arbitration Association.

Section 5. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner.

Section 6. Each party shall bear its own costs of the arbitration but the costs of the arbitrator's fees shall be borne by the Employer and the Association equally.

Section 7. Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present as an observer at any hearing on the individual's grievance.

ARTICLE XI

WAGE DIFFERENTIAL

Section 1. Members of the bargaining unit assigned to the Correction Department shall receive a wage differential of \$1,000.00 per year over officers assigned to the Sheriff's Department and this shall not apply to officers from any department assigned to the courts.

ARTICLE XII

BULLETIN BOARD

A bulletin board shall be provided by the County in the members locker room. It shall be for the sole and exclusive use of members of the Association in connection with P.B.A. matters, personal business, dissemination, and other information, and the like.

ARTICLE XIII

PARKING FACILITIES

The County agrees to make reasonable efforts to furnish members with such parking space as may be reasonably available within a reasonable proximity of the Jail.

ARTICLE XIV

SICK LEAVE

Each Member shall be entitled to sick leave in accordance with the following:

Section 1. Definitions

a) Sick leave is defined to mean an absence from duty because of illness, accident, disease, injury or the contagious disease in the Member's household, which might endanger the health of the other Members of the department. Charges to sick leave shall not include an absence from duty for that period of time during which workmen's compensation (temporary benefits, including the statutory waiting period) is received by the Member, in connection with work-related sick leave as is more particularly defined below.

b) Immediate family shall mean a Member's wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, legal guardian or person standing in loco parentis.

Section 2. Sick Leave Allowance

Each Member shall be granted sick leave with pay of not more than fifteen (15) working days each calendar year. Notwithstanding the foregoing, any Member who has used all his accumulated

ARTICLE XIV

SICK LEAVE

Section 2. Sick Leave Allowance

sick leave and who requires additional sick leave because of a major illness or injury not arising from his employment, shall be granted, subject to proper medical verification, on one occasion only, an extension of sick leave in accordance with the following schedule:

Fifteen (15) additional days after completion of the first year and through completion of the tenth year of service;

Thirty (30) additional days from the beginning of the eleventh year through the completion of the fifteenth year of service;

Forty-five (45) additional days after the completion of the fifteenth year of service.

A Member shall be charged with sick leave for his absence on those days in which he was otherwise scheduled to have worked.

Where a Member has worked more than four (4) continuous hours and is required to leave work early because of illness, he will be credited with having worked the entire day. If the Member has worked less than four (4) continuous hours, the entire day shall be charged as a sick day.

Section 3. Sick Leave Accumulation

If a Member requires none or only a portion of such allowable sick leave for any calendar year, the amount of such

ARTICLE XIV

SICK LEAVE

Section 3. Sick Leave Accumulation

leave not taken shall accumulate to his credit from year to year.

Sick leave shall continue to accumulate during such times as a Member is on authorized sick leave, work-related sick leave, as above defined, military leave and vacation time.

Each Member shall be entitled to such accumulated sick leave of absence with pay if and when needed, subject to appropriate medical certification.

Section 4. Notice of Illness

To qualify for payment while absent on sick leave, each Member who will be absent from duty on sick leave shall so notify the Warden or Officer in Charge of the Institution assigned.

Section 5. Medical Certificate

When a Member does not report for duty for a period greater than five(5) days consecutively he may be required to submit a medical certificate to the effect that he was not physically able on the dates of said absence to perform the duties connected with his employment.

ARTICLE XV

SERVICE RECORDS

Each Member's service records, commendations and general personal file shall be available for inspection by said member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the member in order that he may reasonably inspect such writing.

ARTICLE XVI

TIME OFF FOR P.B.A. OFFICIALS

Section 1. Time off with pay shall be granted the elected officers of the Association in order that they may attend one (1) regular P.B.A. monthly meeting.

Section 2. Time off with pay shall be granted the P.B.A. State Delegate of the Association in order that they may attend one (1) state and one (1) county P.B.A. meeting monthly.

Section 3. Any employee who is duly authorized representative of the Association shall be granted leave of absence with pay for a period not to exceed five (5) days in any calendar year for the purposes of traveling to and from State or National Conventions of said Association.

ARTICLE XVII

SCHOOLING and SPECIAL TRAINING

Section 1. The Association agrees to encourage its members to participate in in-service courses for professional development.

Section 2. The Warden shall arrange all compulsory courses and training programs, in such manner so that any Correction Officer required to complete such course or participate in such training program shall be able to do so during his regularly scheduled tour of duty.

ARTICLE XVIII

LONGEVITY

Longevity: 2% for 5 years, 4% for 10 years, 6% for 15 years, 8% for 20 years and 10% for 25 years.

ARTICLE XIX

TERMINAL LEAVE

Section 1. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring employee. Terminal Leave shall not count toward vacation in the final year of employment.

ARTICLE XX

COST OF LIVING

Cost of living raise based upon Federal Statistic
on Cost of living Index.

ARTICLE XXI

BILL OF RIGHTS FOR MEMBERS OF THE HUDSON COUNTY CORRECTION OFFICERS AND MATRONS

In response to a long campaign waged by the Correction Officers to safeguard the rights of correction officers involved in Departmental investigations, the Correction Department has established the following procedures to govern the conduct and control of such investigations.

Section 1. In carrying out the duties imposed upon them by law, members of the Department are involved in all manner of contacts and relationships with inmates and the public. Out of these contacts come many questions concerning actions of members of the Department. These questions sometimes involve allegations of violations of law or serious violations of the Rules and Regulations by members of the Department. Such allegations often require immediate investigation by members of the Executive Staff of the Department, heads of institutions and divisions and other superior officers.

Section 2. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the standard operating procedure outlined herein is prescribed. However, this standard operating procedure shall apply only in those cases where the investigation or the interrogation is accusatory in nature

ARTICLE XXI

BILL OF RIGHTS FOR MEMBERS OF THE
HUDSON COUNTY CORRECTION OFFICERS
AND MATRONS

Section 2. and/or essentially directed toward the matter of the member's proper performance of duty. It does not apply to minor violations of the Rules and Regulations. In any event members of the Department are required to respond without delay to questioning by superior officers concerning their employment, the performance of their duties or matters relevant to their fitness for duty in accordance with the provisions of the Rules and Regulations of the Department. Failure to do so may result in disciplinary action.

Section 3. The standard operating procedure mentioned in paragraph 2 above shall be as follows:

a. The interrogation of the member of the Department shall take place at a reasonable hour, preferably when he is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogation shall be scheduled for the day-time and the reassignment of the member of the Department to a day tour shall be employed. Compensatory time shall be granted for any time lost by the member of the Department.

b. The interrogation shall take place at a location designated by the investigating officer. Usually it shall be at the institution to which the member of the Department is assigned or at

ARTICLE XXI

BILL OF RIGHTS FOR MEMBERS OF THE
HUDSON COUNTY CORRECTION OFFICERS
AND MATRONS

Section 3. b. the location where the incident allegedly occurred.

c. The member of the Department shall be informed of the name, rank and assignment of the officer in charge of the investigation and all persons present during the interrogation.

d. The member of the Department shall be informed of the nature of the investigation before any interrogation commences, and may include the name of the complainant, if any. The addresses of complainants and/or witnesses may not be disclosed. However, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is a witness only, he shall be so informed at the initial contact.

e. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

f. The member of the Department shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

ARTICLE XXI

BILL OF RIGHTS FOR MEMBERS OF THE
HUDSON COUNTY CORRECTION OFFICERS
AND MATRONS

Section 3. g. The complete interrogation of the member of the Department shall be recorded mechanically or by a stenographer. There shall be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

h. If, during the course of the interrogation, it becomes apparent that the member of the Department is likely to be a suspect or the target of a criminal investigation, then the interrogation shall cease and the proper authorities notified.

i. The Department shall afford an opportunity for any member of the Department, if he so requests, to consult with counsel before being questioned concerning an allegation of violation of law or serious violation of the Rules and Regulations, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purpose of counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, and a representative of a Line Organization may be present during the interrogation.

ARTICLE XXII

MILITARY LEAVE

Section 1. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

Section 2. When any military compensation of any employee (covered by this agreement) is less than his salary, the additional amount is to be provided by the Employer.

Section 3. Employees who are presently subject to existing reserve requirements of the United States or State Armed Forces or Reserves, shall be covered by the Military Compensation Agreements stated in Section 1 and 2.

ARTICLE XXIII

SEVERABILITY AND SAVINGS

Section 1. Should and part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement effected by such decision.

Section 2. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Association.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1. It is the intention of both parties that this Agreement effectuates the policies of N.J.S.A. 34: 13A-1 seq. and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

ARTICLE XXV

HOSPITALIZATION & HEALTH INSURANCE

Section 1. The board shall pay the full cost of family coverage for Blue Cross, Blue Shield, Major Medical and Rider J.

Section 2. The board shall pay the full cost of a \$5,000.00 life insurance policy for each employee (to be decreased to \$2,500.00 upon retirement) and a \$5,000.00 death and dismemberment policy to be cancelled when employee retires.

Section 3. Salary Pension for family: That the family of any P.B.A. member killed in the line of duty shall receive immediately a sum equal to (2) years salary which will be considered in addition to any and all pension or other incidental benefits.

Section 4. A full dental plan is to be paid by the board for the employee and family.

Section 5. The Employer agrees to provide a full optical plan for the employee and his or her families. To provide eyeglasses, examinations and other corrective optical devices as may be needed.

ARTICLE XXVI

SENIORITY

Section 1. Seniority - Seniority is defined as an employees total length of service with the employer, beginning with his date of hire.

Section 2. In all cases of promotions, demotions, layoffs, recall, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided employee has the ability to perform the work involved.

Section 3. Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

Section 4. The employer agrees that where circumstances permit day-to-day work assignments of employees will be made in such a manner as will provide senior employees with experience that will improve his ability to qualify for promotions in line with his seniority.

Section 5. In event of layoff the State Delegate, Local President, Vice President, Secretary, Negotiating Chairman, and Department Delegate shall be the last to be laid off and the first to be recalled after layoff.

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ARTICLE XXVI

SENIORITY

Section 6. The employer shall maintain an accurate, up-to-date seniority list showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Local upon request.

Section 7. The employer shall promptly advise the appropriate Local representative of any changes which necessitate amendments to the seniority list.

Section 8. Employees to be laid off will receive 45 days notice, or 45 days pay in lieu of the notice.

ARTICLE XXVII

COST OF PRINTING CONTRACT

Section.1. The board and the local each agree to pay on-half (1/2) of the costs for the final printing of this agreement in booklet form. The local will prepare the contract form and submit names of printers to the Board for selection.

ARTICLE XXVIII

VACANCIES

Section 1. In the event of vacancies in the ranks of Deputy Warden, Captain or Sergeant, due to retirement, death, discharge, promotion or voluntary severance from the Correction Department, such vacancies shall be filled within sixty (60) days of the effective date from the existing Civil Service lists.

Section 2. If no Civil Service list for each of the ranks enumerated in Section 1. above exists at the time of the vacancy, the Employer shall request or call for such test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of a list resulting from the said test.

ARTICLE XXIX

HOURS

Section 1. The work day shall consist of not more than eight consecutive hours in a twenty-four hour period, except as mutually agreed to by the parties.

Section 2. The work week shall consist of: *40 hrs*

(A)....Tour Men - Four (4) consecutive work days, followed by two (2) consecutive days off.

(B)....Non-Tour Men - Five (5) work days followed by two days off. (Saturday and Sunday)

Section 3. Any changes in the above stated hours must first be negotiated with this bargaining unit.

ARTICLE XXX

CALL IN TIME

Section 1. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one half for the first two hours of work. Thereafter, for the balance of his regular work shift he shall be paid at the appropriate rate.

ARTICLE XXXI

COURT ACTION AGAINST MEMBERS

Section 1. In all civil actions in which a Member is a defendant for conduct arising within the scope of his employment, the Employer shall at its cost and expense furnish him competent counsel to defend him through trial and appeal and in the event of a judgement against him, the Employer will indemnify him, except in cases of criminal or intentional wrong.

Section 2. In the event that a Member should choose to retain private counsel, he may do so at his expense except where it is inconsistent with or contrary to the Employer's interest or insurance coverage.

ARTICLE XXXII

PAGES

Section 1. The following salary schedule shall be effective
for the period commencing January 1, 1974 through ~~June 30~~ 31, 1974:

Appointment	1st Year	2nd Year	3rd Year
\$11,000.00	\$12,000.00	\$13,000.00	\$14,000.00

ARTICLE XXXIII

MANAGEMENT RIGHTS

Section 1. The employer hereby retains the right to manage and control its Correctional Facilities and in addition retains the right to hire and promote. Furthermore the Employer agrees to consult the Association regarding matters involving changes in working conditions affecting the employees.

Section 2. The Employer shall not discharge nor discriminate in any way against any Employee for Association activity or Association membership as long as this activity does not in any way disrupt the normal operations of the Institutions.

Section 3. The rights of both the Employer and the Employees shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE XXXIV

COMPENSATORY DAYS OFF

Section 1. Each Employee shall receive five (5) Compensatory days off during the contract year. These days are to be taken on an individual basis. A request must be made in writing at least three(3) days prior to the date requested, except in case of emergencies.

ARTICLE XXXV

ASSOCIATION - EMPLOYER COMMITTEE

Section 1. A committee consisting of representatives of the Employer and the Association shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

Section 2. The purpose and intent of such meetings is to, by the mutual understanding of the Employer and the Association, improve employment relations through communications between the Employer and the Association on such matters as:

- (a)....Discussion questions arising over the interpretation and application of this agreement.
- (b)....Disseminating general information of interest to the parties.
- (c)....Giving Association representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d)....To notify the Association of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit.
- (e)....The promotion of education and training.
- (f)....The elimination of waste and the conservation of materials and supplies.
- (g)....The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morals of the employees.

ARTICLE XXXVI

SERVICE FEE - AGENCY SHOP

Section 1. Whenever an employee who falls within the bargaining unit fails to become a member of the Association, he shall pay to the Association a monthly service fee equal to the monthly Association membership dues for the various services provided him by the Association. The Association agrees that it shall have the sole and exclusive responsibility for the collection of the service fees.

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ARTICLE XXXVII

DIFFERENTIAL BETWEEN RANKS

Section 1. A 20% differential shall be established between all existing ranks and shall be adjusted accordingly whenever a new rank is established.

ARTICLE XXXVIII

LINE UP TIME

Section 1. Time and a half shall be paid for 15 minutes prior to the commencing of each shift. This time shall be called Line Up Time.

Section 2. Line Up Time shall be paid in cash on a quarterly basis.

Time clock

ARTICLE XXXIX

PENSIONS

Section 1. Pensions shall be granted as following:

20 years fo service retirement at 1/2 pay.

30 years fo service retirement at 3/4 pay.

40 years of service retirement at Full Pay.

ARTICLE XXXX

ASSOCIATION RIGHTS

Section 1. Authorized representatives of the Association, not to exceed three (3) shall be permitted to visit the Warden and Director of Institutions for the purposes of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. The Association representatives shall not impede institution operations at any time. Additionally, representatives of the Association shall be allowed to visit with members of the bargaining unit for the purposes of grievances and the like provided, however, the Wardens Office is put on notice of such visit.

Section 2. The President of the Association or his designee shall be assigned a special duty and except in cases of emergency shall be entitled to devote 1/2 day per week or at the discretion of the Warden, one day every other week to administer and enforce the provisions of this agreement. *in 5*

Section 3. A maximum of three (3) officers selected by the Association shall be permitted to attend seminars, workshops, conventions, etc. for a period of time not to exceed three (3) days each with straight time pay only if absent during the normal schedule of working time.

Section 4. If the employer has to reprimand an officer, it shall be done in a manner which will not embarrass the officer, before any other officer, or the public.

ARTICLE XXXXI

RETROACTIVITY

Section 1. All agreements made herin relative to wages and other fiscal benefits as agreed upon subsequent to January 1st, 1974 shall be retroactive to January 1st, 1974.

All employees must be on the payroll at the time the contract is signed in order to receive the ^{ret} benefits.

ARTICLE XXXII

DURATION OF AGREEMENT

Section 1. The provisions of this agreement shall be effective January 1st, 1974 and shall continue and remain in full force and effect to and including December 31, 1974, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF:

HUDSON COUNTY BOARD OF
CHOSEN FREEHOLDERS

POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL No. 109

ARTICLE XXXXI

RETROACTIVITY

Section 1. All agreements made herin relative to wages and other fiscal benefits as agreed upon subsequent to January 1st, 1974 shall be retroactive to January 1st, 1974.